

**Mediation Report and Recommendation**

**State of Ohio**

**State Employment Relations Board**

**October 31, 2014**

**In the Matter of:**

**Ohio Patrolmen's Benevolent Association**

**and**

**The City of Lorain**

**Case # 2013-MED-09-1022**

**Mediation Report and Recommendation of Fact-Finder**

**John F. Buettner**

**Appearances**

**For the Employer:**

**Jeremy D. Iosue**

**Robert Fowler**

**Jim McCann**

**For the Union:**

**Jeff Perry**

**LeeAnne Failing**

**Erin Sugerik**

## **INTRODUCTION**

The undersigned was duly appointed by S.E.R.B. by letter dated August 14, 2014 to serve as Fact-Finder in the matter of Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union) and the City of Lorain (hereinafter referred to as the Employer) pursuant to OAC 4117-9-5(D). The Parties agreed to extend the deadline for the fact-finding report until November 5<sup>th</sup>, 2014 to allow for mediation.

The Union was represented by Mr. Jeff Perry, O.P.B.A. Staff Representative.

The Employer was represented by Jeremy D. Iosue, Esq., Harvey, Abens, Iosue LPA.

## **FACTUAL BACKGROUND**

The Employer, the city of Lorain, is located within Lorain County and serves a population of approximately 68,652 people.

The O.P.B.A. bargaining unit consists of 14 members of the Safety Dispatchers/Clerks, for the Lorain Police Department.

There are two other bargaining units in the city of Lorain.

The Parties have reached a number of tentative agreements, and the Parties stipulated that there are only four (4) open issues to be resolved through fact-finding. The unresolved issues are as follows:

### Issue 1

Article 13 - Hours of Work and Overtime Compensation

### Issue 2

Article 15 - Training Time

### Issue 3

Article 18 - Vacations

### Issue 4

Article 27 - Wages

The Parties agreed to engage in mediation. Hearings were held in Lorain, Ohio on September 18<sup>th</sup>, 2014 and October 22<sup>nd</sup>, 2014. Based upon the considerations enumerated in Ohio Revised Code 4117.14, including past collectively bargained agreements between the Parties, comparison of the issues submitted relative to other public employees doing comparable work, the interest and welfare of the public, the ability of the Employer to finance and administer the issues proposed, the effect of the adjustments on the normal standard service, the lawful authority of the Employer and in particular, the discussions of the Parties during mediation, the fact-finder makes the following recommendations. Recommendations are in bold and underlined.

## **ISSUES**

### **Article 13 – Hours of Work and Overtime Compensation**

**Section 13.1** The regular scheduled work week for all full-time bargaining unit members shall be forty hours in a seven day period, and a regular scheduled work day shall be eight (8) hours in a twenty-four (24) period, inclusive of **one thirty (30) minute lunch break and two (2) fifteen (15) minute breaks. At the supervisor's discretion, a dispatcher may combine all the breaks into one (1) one-hour break. Such a change will not be unreasonably denied.** Whenever possible, the Employer shall post assignment in advance, in four (4) week increments. However, nothing herein shall prevent the Employer from changing work schedules at any time for emergency reasons.

*It is the intent of this language, discussed during mediation, that if an employee is not allowed to take a thirty (30) minute lunch break or two (2) fifteen (15) minute breaks, the employee will be paid at a straight time rate.*

### **Article 15 – Training Time**

**Section 15.1** Required training time, portal to portal, and required departmental business time to compensate under the Fair Labor Standards Act shall be considered hours worked and compensated on an hour-for-hour basis at the applicable rate of pay, in accordance with other provisions of this agreement. **Matron training of at least sixteen (16) hours shall be provided to each dispatcher annually.**

### **Article 18 – Vacations**

**Section 18.2** Employees of the Police Department shall be allowed to accumulate up to three (3) years vacation leave in their VAC account. **Any balance in a VAC or any other banked time may be used to sign up for time off, which shall not be unreasonably denied. However, such time may not be used until the first two (2) rounds of vacation preference have been completed.**

Beginning in 2008, any hours in the VAC account in excess of three (3) years shall be paid to the employee in the first pay period of April in the next succeeding year at the prior year's rate of pay.

In time of emergency, the chief of Police may postpone annual vacation days. Emergency, as used in this section, is defined as a situation whereby the absence of

the dispatcher would have an adverse effect upon the health and safety of the citizens of Lorain. Any unused annual vacation during the calendar year shall be permitted to be carried over to the next succeeding year for a period of six (6) months. After six (6) months, any unused prior year vacation will be automatically paid to the dispatcher.

**Section 18.3** The Chief of Police shall have the jurisdiction over the scheduling of vacation and shall have, in time of an emergency, authority, to suspend, postpone, or cancel vacation days. **Such cancelations shall not be arbitrary or capricious.** **Reservations made after vacations are approved shall be reimbursed should they be cancelled.**

Employees of the Police Department should make every attempt to use their vacation days in the year they earn them. The Chief of Police is encouraged to allow employees of the Police department to take their vacation each year. **Should a dispatcher be terminated or retires during the year, any time off that will not be used shall be allowed to be bid upon by seniority. Any time off that doesn't cause overtime shall be allowed.**

#### Article 27 - Wages

**NEW SECTION: Dispatchers with LEADS certification shall receive an annual stipend of \$600 starting January 1, 2014. On January 1, 2016, this amount shall be increased by \$400. This amount shall be applied to the Dispatchers base rate of pay.**

#### Article 39 – Duration of Agreement

**The Parties have agreed that matters with cost implications will be retroactive to January 1<sup>st</sup>, 2014. The Parties have also agreed to wage increases in the first and second years of the contract of 2% each year with a wage reopener in the third year. Either side may open. Article 13: Section 13.1 – Hours of Work and Overtime Compensation may also be opened in the third year as a part of the wage reopener.**

Jack Buettner

Fact Finder

October 31, 2014

## **CERTIFICATE OF SERVICE**

The foregoing report was delivered via email on this the 1<sup>st</sup> of November, 2014.

*Jack Buettner*

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